

R-11-06210
9-7-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX AND THE ESSEX COUNTY
CORRECTION'S OFFICERS
PBA LOCAL NO. 382

The County of Essex and the Essex County Correction's Officers, PBA Local No. 382 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of their Collective Bargaining Agreement which expired on December 31, 2007.

1. The terms of the 2006-2007 Collective Bargaining Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2008 through December 31, 2010.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2008	2.85%
Effective September 1, 2009	2.75%
Effective July 1, 2010	2.50%

4. This Memorandum of Agreement, together with the 2006-2007 Collective Bargaining Agreement, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 7th day of Sept., 2011.

NEW JERSEY STATE PBA
LOCAL 382

By: 

**Joseph Amato, President
PBA Local 382**

By: 

**Joseph N. DiVincenzo, Jr.
Essex County Executive**


ATTEST:

By: 

**Deborah Davis Ford, Clerk to
Board of Chosen Freeholders**

By: 

**Tyrone Williams
Executive Vice President
PBA Local 382**

Approved as to Form

By: 

**James R. Paganelli, Esq.
Essex County Counsel**

K-11-0627
9-7-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX AND THE ESSEX COUNTY
CORRECTION'S OFFICERS
PBA LOCAL NO. 382

The County of Essex and the Essex County Correction's Officers, PBA Local No. 382 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the Memorandum of Agreement which expired on December 31, 2010.

1. The terms of the 2006-2007 Collective Bargaining Agreement and the 2008-2010 Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.

- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. **Residency Requirement**

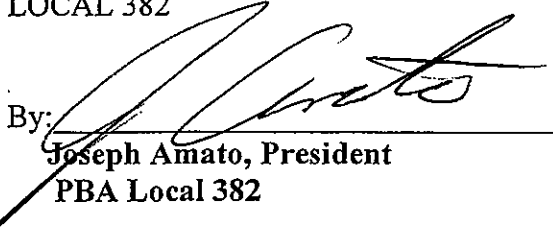
Effective upon full execution of the Agreement, current and future PBA 382 represented employees are required to be or have been bona fide residents of the County of Essex for five (5) years while employed by the County .

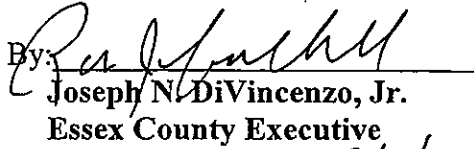
6. This Memorandum of Agreement, together with the 2006-2007 Collective Bargaining Agreement, and the 2008-2010 Memorandum of Agreement between the parties, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Essex County Executive and the Essex County Board of Chosen Freeholders.

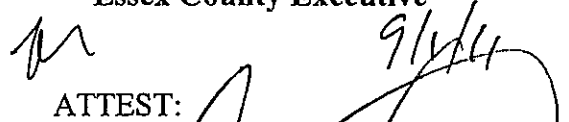
All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

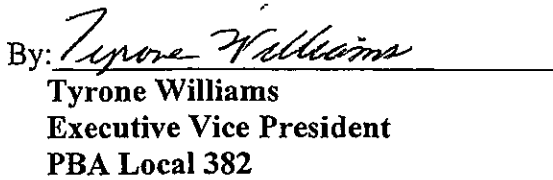
IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 7th day of Sept., 2011.

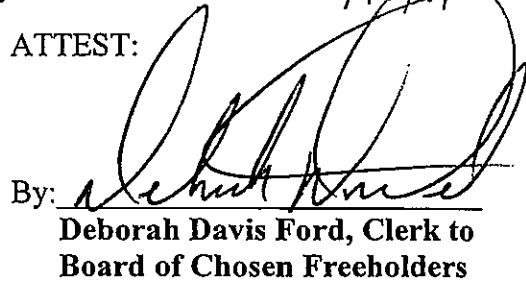
NEW JERSEY STATE PBA
LOCAL 382

By: 
Joseph Amato, President
PBA Local 382

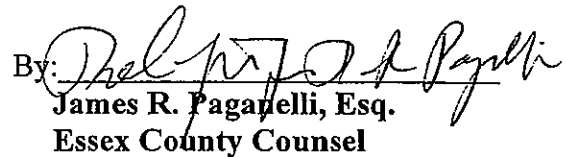
By: 
Joseph N. DiVincenzo, Jr.
Essex County Executive

 9/14/11
ATTEST:

By: 
Tyrone Williams
Executive Vice President
PBA Local 382

By: 
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By: 
James R. Pagarelli, Esq.
Essex County Counsel

4-11-0566
8-17-11.

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY PROSECUTOR OF ESSEX COUNTY
AND THE ESSEX COUNTY PROSECUTOR'S
INVESTIGATORS ASSOCIATION
PBA LOCAL #325

The County Prosecutor of Essex County (the "Prosecutor") and the Essex County Prosecutor's Investigators Association, PBA Local #325 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement which expired on December 31, 2007.

1. The terms of the prior Collective Bargaining Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement:**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2008 through December 31, 2010.

3. **Wages**

Wage shall be increased as follows:

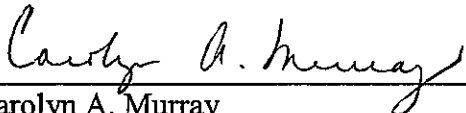
Effective January 1, 2008	2.85%
Effective September 1, 2009	2.75%
Effective July 1, 2010	2.50%

4. This Memorandum of Agreement, together with the Collective Bargaining Agreement between the Prosecutor and the Association for the period of January 1, 2006 through December 31, 2007, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Prosecutor, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

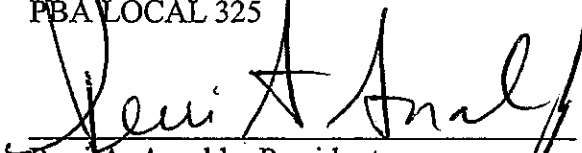
IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 19th day of August, 2011.

PROSECUTOR OF ESSEX COUNTY



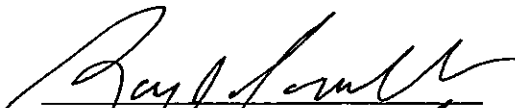
Carolyn A. Murray
Acting Prosecutor

ESSEX COUNTY PROSECUTOR'S
INVESTIGATORS ASSOCIATION,
PBA LOCAL 325



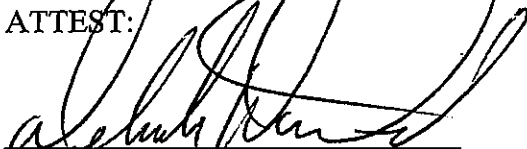
Perri A. Arnaldy, President

COUNTY OF ESSEX



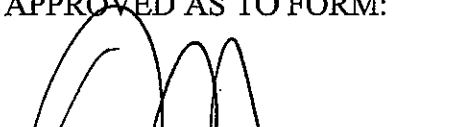
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST:



Deborah Davis Ford, Clerk to the
Board of Chosen Freeholders

APPROVED AS TO FORM:



James R. Paganelli, Esq.
Essex County Counsel

K-11-0567
8-17-11-

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY PROSECUTOR OF ESSEX COUNTY
AND THE ESSEX COUNTY PROSECUTOR'S
INVESTIGATORS ASSOCIATION
PBA LOCAL #325

The County Prosecutor of Essex County (the "Prosecutor") and the Essex County Prosecutor's Investigators Association, PBA Local #325 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement which expired on December 31, 2007 and the Memorandum of Agreement which expired on December 31, 2010.

1. The terms of the 2006-2007 Collective Bargaining Agreement and 2008-2010 Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement:**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **Wages**

Wages shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

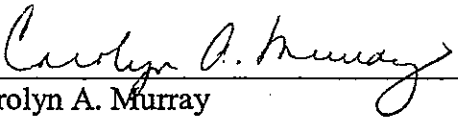
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.

- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
 - c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
 - d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
 - e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
 - f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
5. This Memorandum of Agreement, together with the Collective Bargaining Agreement between the Prosecutor and the Association for the period of January 1, 2006 through December 31, 2007, and the Memorandum of Agreement which expired on December 31, 2010 represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Prosecutor, the Essex County Executive and the Essex County Board of Chosen Freeholders.

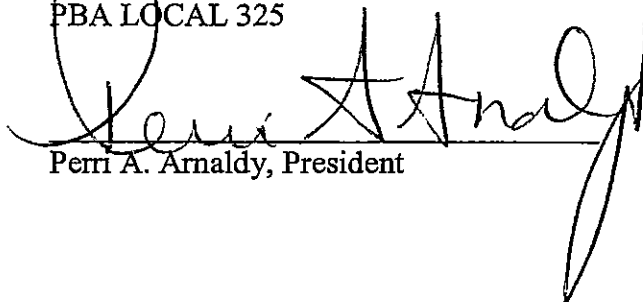
All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 19th day of August —, 2011.

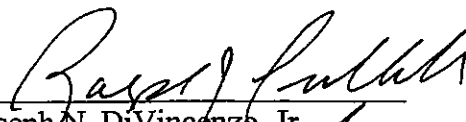
PROSECUTOR OF ESSEX COUNTY


Carolyn A. Murray
Acting Prosecutor

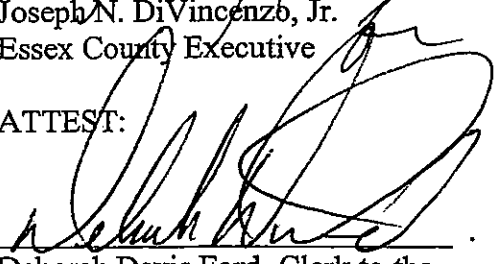
ESSEX COUNTY PROSECUTOR'S
INVESTIGATORS ASSOCIATION,
PBA LOCAL 325


Perri A. Arnaldy, President

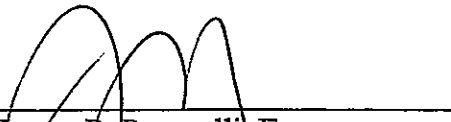
COUNTY OF ESSEX


Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST:


Deborah Davis Ford, Clerk to the
Board of Chosen Freeholders

APPROVED AS TO FORM:


James R. Paganelli, Esq.
Essex County Counsel

K-11-0586
9-7-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX, THE ESSEX COUNTY SHERIFF,
AND THE ESSEX COUNTY SHERIFF'S OFFICERS
PBA LOCAL NO. 183

The County of Essex and the Essex County Sheriff, (the "County") and the Essex County Sheriff's Officers, PBA Local No. 183 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of I.A. Docket No. 2006-052 which expired on December 31, 2007.

1. The terms of the 2002-2005 Collective Bargaining Agreement between the parties, as well as, I.A. Docket Nos. 2006-052 and 2008-098, shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2008 through December 31, 2010.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2008	2.85%
Effective September 1, 2009	2.75%
Effective July 1, 2010	2.50%

Retroactive compensation due as a result of I.A. Docket No. 2008-098 shall be paid in a separate paycheck.

4. **Overtime**

Effective September 1, 2010, required appearances in court, during off-duty hours not contiguous to an employee's work time, shall be compensated at a minimum of two hours of overtime compensation.

5. Parking


The final contract shall include a reference to the existing practice of free parking, without any change or expansion in the existing benefit.

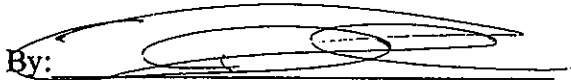
- 6.** This Memorandum of Agreement, together with the 2002-2005 Collective Bargaining Agreement and I.A.Docket Nos. 2006-052 and 2008-098, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Sheriff, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.


IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 2nd day of Sept, 2011.

NEW JERSEY STATE PBA
LOCAL 183

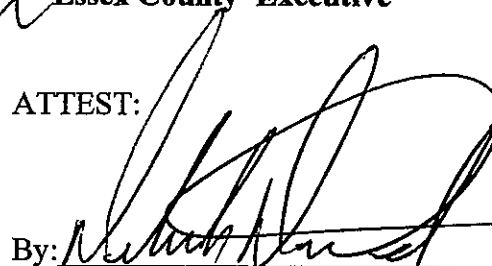
By: 
Christopher Tyminski, President

By: 
State Delegate


By: 
Armando B. Fontoura, Sheriff

By: 
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST:

By: 
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By: 
James R. Paganelli, Esq.
Essex County Counsel

2-11-0587
9-7-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX, THE ESSEX COUNTY SHERIFF,
AND THE ESSEX COUNTY SHERIFF'S OFFICERS
PBA LOCAL NO. 183

The County of Essex and the Essex County Sheriff, (the "County") and the Essex County Sheriff's Officers, PBA Local No. 183 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the Memorandum of Agreement which expired on December 31, 2010.

1. The terms of the 2002-2005 Collective Bargaining Agreement between the parties, I.A. Docket Nos. 2006-052 and 2008-098 and the 2008-2010 Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. Effective July 1, 2011, Article 5 of the parties 2002-2005 Collective Bargaining Agreement shall be deleted.

5. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
 - b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
 - c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
 - d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
 - e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
 - f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
6. Each employee on the payroll as of October 15, 2011 shall receive a one time bonus of three hundred and fifty dollars (\$350.00) which shall not be added to base pay.

7. Effective January 1, 2012, after adjusting for the 2% increase in base pay, each employee's base pay will be increased by an additional \$700. In exchange for the foregoing, the Association acknowledges and agrees that criminal identification duties at the Essex County Jail are not "unit work" for the Association and disclaims any right to perform criminal identification duties at the Essex County Jail. The Association further agrees to withdraw, with prejudice, the unfair practice charge under docket number CO-2011-212 and Superior Court action under docket number ESX-L-3874-11. The Association agrees to release any and all proceedings, lawsuits, grievances, arbitrations or other actions in any other forum related to the claims contained in CO-2011-212 or ESX-L-3874-11 and further agrees not to bring any additional proceedings, lawsuits, grievances, arbitrations or other actions in any forum related to the claims contained in CO-2011-212 or ESX-L-3874-11. The County will, upon withdrawal of CO-2011-212 and ESX-L-3874-11, withdraw with prejudice, its related appeal under docket number A-005861-10.

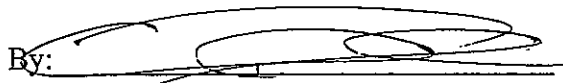
8. This Memorandum of Agreement, together with the 2002-2005 Collective Bargaining Agreement, I.A. Docket Nos. 2006-052 and 2008-098 and the 2008-2010 Memorandum of Agreement between the parties, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Sheriff, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.


IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 7th day of Sept, 2011.

NEW JERSEY STATE PBA
LOCAL 183

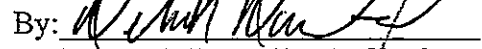
By: 
Christopher Tyminski, President

By: 
State Delegate

By: 
Armando B. Fontoura, Sheriff

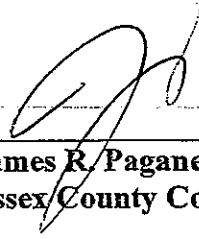
By: 
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST:

By: 
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By:



James R. Paganelli, Esq.
Essex County Counsel

R-11-0660
9-2-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX AND THE ESSEX COUNTY
SUPERIOR OFFICERS ASSOCIATION (JAIL)
FOP LODGE 106

The County of Essex and the Essex County Superior Officers Association (Jail), FOP Lodge 106 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the parties prior Agreements, which expired on December 31, 2007.

1. The terms of the Collective Bargaining Agreement and Memorandums of Agreement between the parties which expired on December 31, 2007 shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2008 through December 31, 2010.

3. **Wages**

Wage shall be increased as follows:

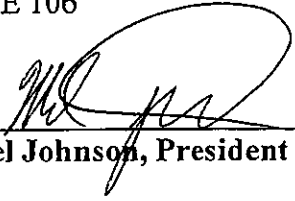
Effective January 1, 2008	2.85%
Effective September 1, 2009	2.75%
Effective July 1, 2010	2.50%

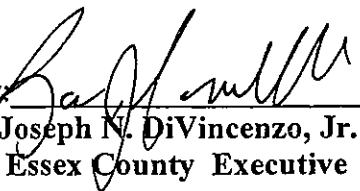
4. This Memorandum of Agreement, together with the prior Collective Bargaining Agreement and Memorandums of Agreement, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Essex County Executive and the Essex County Board of Chosen Freeholders.

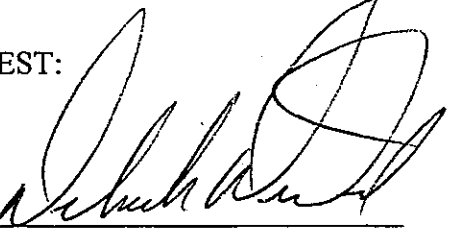

All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

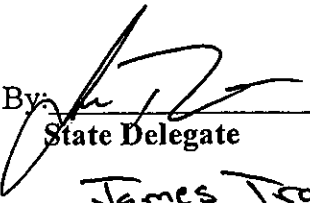
IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 19 day of ^{Aug} August, 2011.

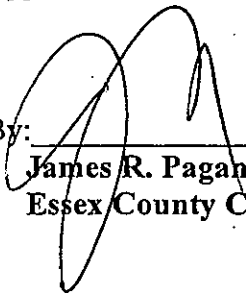
NEW JERSEY STATE FOP
LODGE 106

By: 
Mel Johnson, President

By: 
Joseph N. DiVincenzo, Jr.
Essex County Executive

for
ATTEST:

By: 
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

By: 
State Delegate
James Troisi

Approved as to Form
By: 
James R. Paganelli, Esq.
Essex County Counsel

4-11-06661
9-21-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX AND THE ESSEX COUNTY
SUPERIOR OFFICERS ASSOCIATION (JAIL)
FOP LODGE 106

The County of Essex and the Essex County Superior Officers Association (Jail), FOP Lodge 106 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the parties prior Agreements, which expired on December 31, 2010.

1. The terms of the Collective Bargaining Agreement and Memorandums of Agreement between the parties which expired on December 31, 2010 shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.

- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. **Uniform and Safety Allowances**

Employees shall continue to receive eight hundred dollars (\$800.00) per year for Uniform and Safety Allowance.

Effective 2012, the Uniform and Safety Allowance shall be paid two (2) times a year by separate paycheck as follows:

- A. Four hundred dollars (\$400.00) between the first and second pays in March and;
- B. Four hundred dollars (\$400.00) between the first and second pays in September.

6. **Residency Requirement**

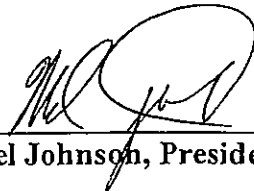
Effective upon full execution of the Agreement, current and future FOP 106 represented employees are required to be or have been bona fide residents of the County of Essex for five (5) years while employed by the County.


7. This Memorandum of Agreement together with the prior Collective Bargaining Agreement and Memorandums of Agreement, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Essex County Executive and the Essex County Board of Chosen Freeholders.

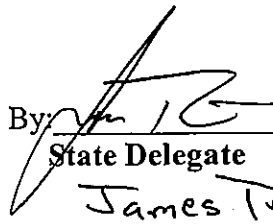
All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.


IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 19 day of August, 2011.

NEW JERSEY STATE FOP
LODGE 106

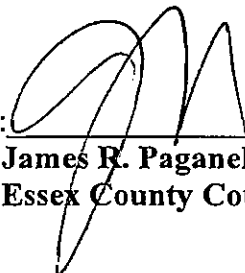
By: 
Mel Johnson, President

By: 
Joseph N. DiVincenzo, Jr.
Essex County Executive

By: 
State Delegate
James Toisi

ATTEST:

By: Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By: 
James R. Paganelli, Esq.
Essex County Counsel

K-11-0535
J3-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY PROSECUTOR OF ESSEX COUNTY
AND THE ESSEX COUNTY PROSECUTOR'S
SUPERIOR OFFICERS ASSOCIATION,
FOP LODGE #205

The County Prosecutor of Essex County (the "Prosecutor") and the Essex County Prosecutor's Superior Officers Association, FOP Lodge #205 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement which expired on December 31, 2007.

1. The terms of the prior Collective Bargaining Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement:**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2008 through December 31, 2010.

3. **Wages**

Wage shall be increased as follows:

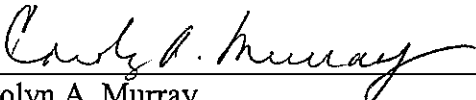
Effective January 1, 2008	2.85%
Effective September 1, 2009	2.75%
Effective July 1, 2010	2.50%

4. This Memorandum of Agreement, together with the Collective Bargaining Agreement between the Prosecutor and the Association for the period of January 1, 2006 through December 31, 2007, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Prosecutor, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 3rd day of August, 2011.

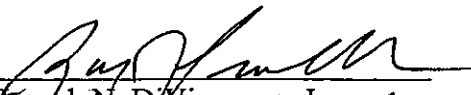
PROSECUTOR OF ESSEX COUNTY


Carolyn A. Murray
Acting Prosecutor

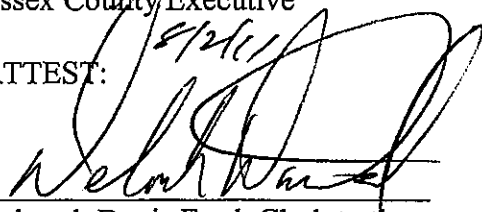
ESSEX COUNTY PROSECUTOR'S
SUPERIOR OFFICERS ASSOCIATION,
FOP #205


Lt. Stephen Bright, Vice President

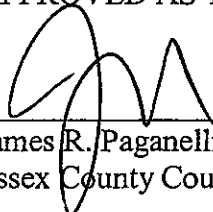
COUNTY OF ESSEX


Joseph N. DiWincenzo, Jr.
Essex County Executive

ATTEST:


Deborah Davis Ford, Clerk to the
Board of Chosen Freeholders

APPROVED AS TO FORM:


James R. Paganelli, Esq.
Essex County Counsel

2-11-0536
8-3-11

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY PROSECUTOR OF ESSEX COUNTY
AND THE ESSEX COUNTY PROSECUTOR'S
SUPERIOR OFFICERS ASSOCIATION,
FOP LODGE #205

The County Prosecutor of Essex County (the "Prosecutor") and the Essex County Prosecutor's Superior Officers Association, FOP Lodge #205 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement which expired on December 31, 2007 and the Memorandum of Agreement which expired on December 31, 2010.

1. The terms of the 2006-2007 Collective Bargaining Agreement and 2008-2010 Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement:**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **Wages**

Wages shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

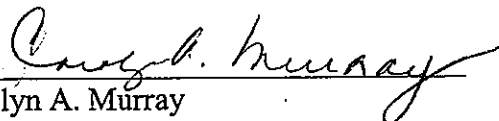
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.

- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
 - c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
 - d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
 - e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
 - f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
5. This Memorandum of Agreement, together with the Collective Bargaining Agreement between the Prosecutor and the Association for the period of January 1, 2006 through December 31, 2007, and the Memorandum of Agreement which expired on December 31, 2010 represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Prosecutor, the Essex County Executive and the Essex County Board of Chosen Freeholders.

All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 3rd day of August, 2011.

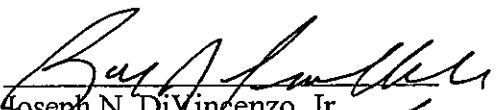
PROSECUTOR OF ESSEX COUNTY


Carolyn A. Murray
Acting Prosecutor

ESSEX COUNTY PROSECUTOR'S
SUPERIOR OFFICERS ASSOCIATION,
FOP #205


Lt. Stephen Bright, Vice President

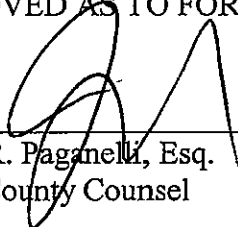
COUNTY OF ESSEX


Joseph N. DiVincenzo, Jr.
Essex County Executive

8/24/11
ATTEST:


Deborah Davis Ford, Clerk to the
Board of Chosen Freeholders

APPROVED AS TO FORM:


James R. Paganelli, Esq.
Essex County Counsel

K-11-0638
9-14-11.

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX, THE ESSEX COUNTY SHERIFF,
AND THE ESSEX COUNTY SUPERIOR OFFICER'S ASSOCIATION
(SHERIFF)
FOP LODGE NO. 138

The County of Essex and the Essex County Sheriff, (the "County") and the Essex County Superior Officer's Association (Sheriff), FOP Lodge No. 138 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the Memorandum of Agreement which expired on December 31, 2007.

1. The terms of the prior Collective Bargaining Agreement and Memorandums of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2008 through December 31, 2010.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2008	2.85%
Effective September 1, 2009	2.75%
Effective July 1, 2010	2.50%

4. **Overtime**

Effective September 1, 2010, required appearances in court, during off-duty hours not contiguous to an employee's work time, shall be compensated at a minimum of two hours of overtime compensation.

5. **Parking**

The final contract shall include a reference to the existing practice of free parking, without any change or expansion in the existing benefit.

6. This Memorandum of Agreement, together with the prior Collective Bargaining Agreement and Memorandums of Agreement, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Sheriff, the Essex County Executive and the Essex County Board of Chosen Freeholders.


All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

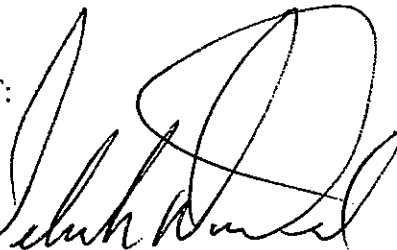

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 8 day of Sept, 2011.

ESSEX COUNTY SUPERIOR OFFICER'S
ASSOCIATION (SHERIFF)
FOP LODGE 138

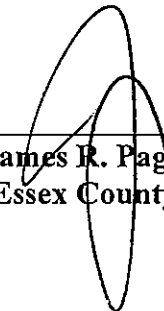
By: 
Vito D' Alessio, President

By: 
Armando B. Fontoura, Sheriff

By:  9/13/11
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST: 
By: 
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By: 
James R. Paganelli, Esq.
Essex County Counsel

R-11-0629
91411.

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX, THE ESSEX COUNTY SHERIFF,
AND THE ESSEX COUNTY SUPERIOR OFFICER'S ASSOCIATION
(SHERIFF)
FOP LODGE NO. 138

The County of Essex and the Essex County Sheriff, (the "County") and the Essex County Superior Officer's Association (Sheriff) FOP Lodge No. 138 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the Memorandum of Agreement which expired on December 31, 2010.

1. The terms of the prior Collective Bargaining Agreement and Memorandums of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term of Agreement**

The term of the new Agreement shall be for a period of three (3) years, effective January 1, 2011 through December 31, 2013.

3. **Wages**

Wage shall be increased as follows:

Effective January 1, 2011	2.00%
Effective January 1, 2012	2.00%
Effective January 1, 2013	2.00%

4. Effective July 1, 2011, Article XXVII of the parties 1992-1994 Collective Bargaining Agreement shall be deleted.

5. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
 - b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
 - c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
 - d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
 - e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
 - f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
6. Each employee on the payroll as of October 15, 2011 shall receive a one time bonus of three hundred and fifty dollars (\$350.00) which shall not be added to base pay.
 7. Effective January 1, 2012, after adjusting for the 2% increase in base pay, each employee's base pay will be increased by an additional \$700. In exchange for the foregoing, the Association acknowledges and agrees that criminal identification duties at the Essex County Jail are not "unit work" for the Association and disclaims any right to perform criminal identification duties at the Essex County Jail. The Association agrees to release with prejudice any and all unfair practice charges, proceedings, lawsuits, grievances, arbitrations or other actions in any other forum related to the criminal identification function and further agrees not to

bring any unfair practice charges, proceedings, lawsuits, grievances, arbitrations or other actions in any forum related to the criminal identification function.

8. This Memorandum of Agreement, together with the prior Collective Bargaining Agreement and Memorandums of Agreement between the parties, represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the association membership, the Sheriff, the Essex County Executive and the Essex County Board of Chosen Freeholders.


All proposals, whether written or oral, presented by the parties during the course of the negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

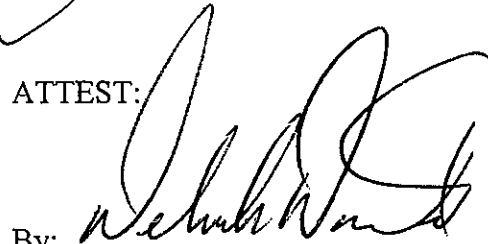

IN WITNESS WHEREOF, the parties have by their authorized representatives,
set their hands and seals this 4 day of Nov, 2011.

ESSEX COUNTY SUPERIOR OFFICER'S
ASSOCIATION (SHERIFF)
FOP LODGE 138

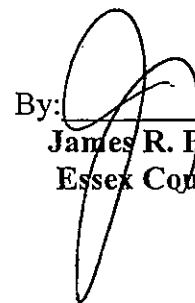
By: 
Vito D' Alessio, President

By: 
Armando B. Fontoura, Sheriff

By:  9/13/11
Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST: 
By: 
Deborah Davis Ford, Clerk to
Board of Chosen Freeholders

Approved as to Form

By: 
James R. Paganelli, Esq.
Essex County Counsel